Case 1:07-cv-06951-WHP Document 1 Filed 08/02/2007 Page 1 of 9 Judge Pauley

2-180144 UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

CMA-CGM (AMERICA), INC.,

Plaintiff,

- against -

BELSUN CORP.,

Defendant.

AHIS DV 2007

Plaintiff CMA-CGM (AMERICA), INC., by its atterned NAWRS

OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, as and for its

Complaint against defendant BELSUN CORP., in personam, in a cause of action civil and maritime, alleges upon information and belief:

- This is an admiralty and maritime claim within the meaning of Rule
 9(h) of the Federal Rules of Civil Procedure, and the Ocean Shipping Reform Act of
 1999, 46 U.S.C., App. Section 1701, et seq.
- At all times hereinafter mentioned, plaintiff CMA-CGM (AMERICA), INC. was and still is a corporation organized and existing under the laws of the State of New Jersey with offices and a place of business at 5801 Lake Wright Drive, Norfolk, VA 23320.
- Upon information and belief and at all times hereinafter mentioned, defendant had and now has the legal status and place of business as set forth in Schedule A.
- 4. On or about the dates and at the ports of shipment stated in Schedule A, certain good were delivered to plaintiff to be carried to the ports of destination and at the agreed charges to be paid by defendant pursuant to plaintiff's published tariff, all as set forth in Schedule A.
- Thereafter, the goods were carried to the ports of destination and delivered to the consignee and/or its agents.

Plaintiff has performed all acts required to be performed by plaintiff.

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- Defendant has failed and refused and continues to fail and refuse to remit payment of \$6,432.00, although duly demanded.
- By reason of the foregoing, plaintiff has sustained damages in the amount of \$6,432.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

- For judgment in the amount of \$6,432.00, together with interest thereon, costs, disbursements and a reasonable attorney's fee.
- That process in due form of law according to the practice of this
 Court in cases of admiralty and maritime jurisdiction may issue against the defendant
 citing it to appear and answer all the singular matters aforesaid.
- That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York August 2, 2007

> LAW OFFICES OF ALBERT J. AVALLONE & ASSOCIATES

By_

Albert J. Avallone - AA1679

Attorneys for Plaintiff

CMA-CGM (AMERICA), INC. 551 Fifth Avenue, Suite 1625

New York, NY 10176

(212) 696-1760

SCHEDULE A

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Defendant's status & address:

A. Upon information and belief and at all times hereinafter mentioned, defendant BELSUN CORP, was and still is a corporation organized and existing under the laws of the State of New York, with offices and a place of business at 237 West 37th St., Suite 802, New York, NY 10018.

II. Particulars:

1. Bill of Lading No. NA1070806, dated June 25, 2005, from Norfolk to Nhava Sheva on the Vessel INDAMEX COLORADO, three (3) forty-foot containers SAID TO CONTAIN: WASTE PAPER, at the applicable tariff charge of \$2,807.00 (Exhibit A).

Amount Pald: \$0 Amount Due: \$2,807.00

2. Bill of Lading No. NA1073523, dated July 12, 2005, from Norfolk to Nhava Sheva on the Vessel INDAMEX GODAVARI, two (2) forty-foot containers SAID TO CONTAIN: WASTE PAPER, at the applicable tariff charge of \$6,240.00 (Exhibit B).

Amount Pald: \$2,615.00 Amount Due: \$3,625.00

II. Total Amount Due: \$6,432,00

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NAM179000/01 GELSUN CORP

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STAMP DUTY ON DELIVERY ORDERS AND ADMINISTRATIVE CHARGES THEREON FOR RECEIVER'S ACCOUNT. UNLESS THE VALUE OF CARGO IS DECLARED ON THE FACE OF THIS BILL OF LADING OR WAYBILL IN THE CONDITIONS SET FOR ON THE REVERSE, LIMITATION OF LIABILITY IN RESPECT OF JOSS OR DAMAGE TO GOODS. SHALL NOT EXCEED USD 500,00 PER PACKAGE, OR GUSTOMARY FREIGHT UNIT 'F GOODS ARE NOT SHIPPED IN PACKAGE.

FOR THE PURPOSE OF THE PRESENT CARRIAGE, CLAUSE 14(2) SHALL FXGUUDE THE APPLICATION OF THE YORK/ANTWERP RULES, 2004.

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SHIPPERS STOW, LOAD AND COUNT / / FIGU

TERMINAL/CONTAINER HANDLING CHARGES AND DESTUFFING CHARGES AT DESIGNATION AS PERILINES TARIFFI FOR CONSIGNATIS ACCOUNT

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FOR THE PURPOSE OF THE PRESENT CARRIAGE, CLAUSE 14(2) SHALL EXCLUDE THE APPLICATION OF THE YORK/ANTWERP RULES, 2004.

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